

1 A public hearing of the Jefferson Proving Ground
2 Restoration Advisory Board meeting was held at the Madison
3 Jefferson County Public Library, 420 West Main Street,
4 Madison, IN at 7:00 P.M. on February 5, 2003.

5

6 **OPENING STATEMENTS BY MR. PAUL CLOUD:**

7 Okay. I would like to get started and
8 welcome everyone to the Jefferson Proving Ground Restoration
9 Advisory Board meeting. My name is Paul cloud. I work for
10 the United States Army. I'm the Base Realignment Closure
11 Environmental Coordinator for the facility. I'm also Office
12 of Secretary of Defense Base Transition Coordinator for the
13 facility. If you have not signed in on our attendance sheet
14 please do. If you're interested in receiving updates on
15 material we can put you on our mailing list. We have a
16 number of hand outs tonight related to our presentation and
17 discussions. Feel free to take one (1). That's about all I
18 have to say for introductory opening remarks. Richard Hill
19 is the community co-chair. Richard do you wish to say
20 something?

21

22 **MR. RICHARD HILL:**

23

24

1 Just briefly thanks Paul. Would just like
2 to welcome everybody tonight. I think Paul pretty much
3 covered it with his opening remarks so that's all I have for
4 now.

5

6 **MR. PAUL CLOUD:**

7 This is our agenda for tonight. Have some
8 specific areas to talk about and you will notice towards the
9 end we have an open discussion period. So without further
10 ado we will start. Don't hesitate to ask questions as we go
11 through and we can discuss them as the questions come up.
12 First topic is the status of the Feasibility Study for the
13 Cantonment area. This subject was recommended at the last
14 RAB meeting to provide what we in the Army anticipate will
15 be the schedule for providing that document to the public
16 for review, the resolution or the responding of comments to
17 those issues and then ultimately getting to the point where
18 we will have a final. So this is our current estimated
19 schedule on one (1) when we expect the Draft Feasibility
20 Study for the Cantonment area to come out; and two (2) if it
21 does come out on or about that date when we would ex -
22 request comments to be received from the community and the

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1 regulators; three (3) when we would expect to respond to
2 those comments. If necessary the next bullet there would be
3 necessary for a face to face meeting with the community
4 representatives and regulators for any outstanding issues
5 and then the last bullet there talks about issuing a Final
6 Feasibility Study. It is contingent upon obviously the
7 first date. That is an estimated date right now. It is
8 still unclear whether the Army will meet that date. If not
9 then every date subsequent to that will get pushed back
10 accordingly. Any questions on that?

11

12 **MR. KEN KNOUF:**

13 Paul do you want to, for those who may not
14 know it, cover very briefly what the Feasibility schedule
15 involves and what it's covering as far as the JPG?

16

17 **MR. PAUL CLOUD:**

18 Feasibility Study is addressing those
19 Remedial Investigation sites that the Army has identified as
20 warranting - addressing as areas for evaluation as to the
21 possibility of potential clean up or removal action. And
22 discusses various options for those specific sites and those

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1 sites are identified in the Feasibility Study and there's a
2 discussion in the Feasibility Study as to whether or not the
3 site is believed to warrant sufficient attention for - a
4 classic would be dig and haul dirt or something of that
5 nature or does it warrant you know further evaluation and
6 why. A lot of this was identified and discussed in the
7 Final RI but there will be a brief review in the Feasibility
8 Study and then the Feasibility Study will go into more depth
9 onto those sites that are still outstanding. The next area
10 is an area of reuse. It's the Findings of Suitability to
11 Transfer update and we have two (2) specific parcels
12 identified here. The first one (1) is the Airfield parcel.
13 That FOST was in fact signed on December 19th. We did in
14 fact make copies and mail it out to the whole two hundred
15 plus (200+) members on the mailing list for information.
16 Currently the Louisville Corps of Engineers Real Estate
17 Office in Louisville is working on the Draft Deed. We
18 estimate probably later this month that the Deed will be
19 given to Mr. Ford for review and subsequent to the time when
20 the Ford Lumber and Building Supply Company and the Army are
21 both satisfied there will be a meeting where he will be
22 given the Final Deed and the Army will be given a check for
23

1 the property, certified. And then Mr. Ford will then own
2 that approximate seven hundred and seven-seven (777) acres I
3 think is what I've seen in the Draft Deed, plus or minus.
4 So that was very close to what we estimated. This is the
5 actual area. I think we've seen this before. Any questions
6 regarding that parcel? Yes ma'am?

7

8

9 **MS. ANNE ANDREASEN:**

10 I have an old question. The Feasibility
11 Study is for the specific individual sites within these
12 other areas that are requiring remediation?

13

14 **MR. PAUL CLOUD:**

15 They're for any outstanding sites that have
16 not already been identified as having been complete. There
17 are no sites that would be "active" within this Airfield
18 parcel.

19

20 **MS. ANNE ANDRAEASEN:**

21 Okay.

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1 acceptable by that individual who has that authority then it
2 would be signed. If not, it will be sent back down the
3 chain with direction as to what to go do. And if necessary
4 the appropriate changes would be made and then it would be
5 sent back up. Once it's signed then the document is sent to
6 Louisville Corps of Engineers Real Estate office again and
7 they would prepare a Draft Deed similar to the Airfield
8 parcel. And that's how we have gone through the process for
9 these last several years. This is the parcel in question.
10 The reason why there is that little dog leg over there on
11 the lower left hand corner is that that area has already
12 been transferred to Ford Lumber and Building Supply Company.
13 That was part of the Central Cantonment area FOST that was
14 signed. It's my understanding that a significant portion of
15 that actually now belongs to the Solid Waste District. Any
16 questions regarding this parcel or this FOST? Joe?

17

18 **MR. JOE ROBB:**

19 The Refuge would be interested in having the
20 right of access along some of those roads. I don't know
21 exactly where the boundary runs on those roads.

22

23

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1 any schedule. The schedule for the Acceptance and Technical
2 Review are on the next two (2) slides and I'll show them in
3 a minute. In October of last year the NRC did in fact write
4 a letter to the Army notifying them of the Administrative
5 Acceptance of the two (2) documents, the License
6 Termination, Restricted Reuse License Termination and the
7 Environmental Report. Subsequent to that the NRC has
8 commenced what they have defined as a two (2) year Detailed
9 Technical Review of the documents. This is a layout
10 provided to us in the Army from the Nuclear Regulatory
11 Commission. It is a basic Gantt Chart sequential parallel
12 schedule for their administrative process ultimately leading
13 we would hope to the Termination of License under Restricted
14 Release conditions. You've seen this before. Point of
15 contact for the NRC is down there in the lower left hand
16 corner of this particular slide. Also that gentleman's E-
17 mail address is down there. In parallel with the License
18 Termination, the Save the Valley organization has applied
19 for and received official legal standing for a potential
20 hearing in the future on the License Termination issue. We
21 have basically held that in abeyance until such time as the
22 last Revised Plan was submitted to the NRC and then the NRC

1 squished a notice in the Federal Register allowing any
2 additional comments to be made. That all occurred last
3 year. Save The Valley was given a - I think it was a thirty
4 (30) day window after the completion of that Federal
5 Register notice Richard?

6

7 **MR. RICHARD HILL:**

8 Right.

9

10 **MR. PAUL CLOUD:**

11 To identify any other areas of concern or
12 items that they considered germane to the License
13 Termination. That was done and they provided that to the
14 Administrative Hearing Judge in the Army on December 16th.
15 In that notification to the Administrative Hearing Judge
16 Save The Valley also requested that until the NRC had
17 completed their Detailed Technical Review of the two (2)
18 documents that it was premature to commence a hearing on
19 this issue. The Army reviewed that at the request of the
20 Administrative Hearing Judge and we did not oppose that
21 position. The Army was also asked by the Administrative
22 Hearing Judge to view the items that Save The Valley had

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1 identified that they considered germane and to have our
2 input on that. And we did that on the 16th of January of
3 this year. Just this week Save The Valley's legal counsel
4 provided a rebuttal to the potential germane issues. We are
5 in the Army currently looking at that so I am not at liberty
6 to provide any feedback on that right now because quite
7 frankly I haven't even read them. I printed them out but I
8 haven't had an opportunity to read them yet. In parallel
9 with that the last bullet there was yesterday and there is a
10 copy of this letter on the table. We have also provided a
11 copy of the NRC Regulation that provides for this request.
12 The Army sent a letter to the NRC and it's called a
13 Contingent Request and it's for an Alternative License
14 Termination to be negotiated between the Army and the NRC
15 regarding the Depleted Uranium north of the firing line. We
16 have not heard anything back from the NRC yet. We probably
17 will not hear for a week or more. Don't know yet.

18

19 **MS. DIANE HENSHEL:**

20 Please clarify what you mean by Contingent
21 Alternative License Termination as in what determines which
22 way it kicks?

23

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1 **MR. PAUL CLOUD:**

2 Okay. If you read the letter --

3

4 **MS. DIANE HENSHEL:**

5 I read the letter.

6

7 **MR. PAUL CLOUD:**

8 The letter says that it's a Contingent
9 Request. That means that assuming a successful negotiation
10 for a Perpetual Possession License for the DU with five (5)
11 year renewables that is negotiated by the NRC and the Army
12 and it's my understanding, even though you can get
13 clarification on this from the NRC, that there will be
14 opportunity for public hearings on this. But I believe
15 they're held by the NRC. But if in fact that is a
16 successful negotiation the Army would withdraw the
17 Restricted Release Termination License application or
18 termination.

19

20 **MS. DIANE HENSHEL:**

21 Well that's nice.

22

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1 **MS. MARY CLASHMAN:**

2 And then every five (5) years do we have to
3 once again renew it or oppose the renewal?

4

5 **MR. PAUL CLOUD:**

6 Every five (5) years the License would come
7 up for renewal. That is basically standard for general
8 licenses under NRC. And depending on specifics there may be
9 modified conditions for the License. If at some future date
10 the Army feels that it is then appropriate to recommence the
11 Restricted Release Termination then they would approach it
12 at that time.

13

14 **MS. MARY CLASHMAN:**

15 So this is actually nothing but a delay?

16

17 **MS. DIANE HENSHEL:**

18 No.

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20 **MR. PAUL CLOUD:**

21 Delay for what?

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1 **MS. MARY CLASHMAN:**

2 A delay for asking for removal of the
3 licensing restriction. I mean that's what you were asking
4 for before. Now you're asking for - now they're saying well
5 okay wait five (5) years and five (5) years and five (5)
6 years right?

7

8 **MR. PAUL CLOUD:**

9 It is believed that under this particular
10 option that is available to all licensees for the NRC that
11 this provides the best opportunity for one (1) additional
12 information to be gathered regarding potential migration of
13 the DU and the fact that there will still be continued
14 regulatory oversight and monitoring of the facility until
15 such time as one (1) everyone feels comfortable that the
16 material is not going to go anywhere or two (2) that the
17 material will be able to be cleaned up. That is an
18 undefined period of time right now. Joe?

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20 **MR. JOE ROBB:**

21 So the monitoring permit would be similar to
22 what is going on at the present?

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MR. PAUL CLOUD:

That would be subject to negotiation.

MS. DIANE HENSHEL:

Oh good.

MR. PAUL CLOUD:

Right now we currently monitor, take samples every six (6) months. Diane?

MS. DIANE HENSHEL:

And what exactly is open to negotiation?

MR. PAUL CLOUD:

My understanding is basically anything right now. But it is unclear to me the details and specifics. And it's also my understanding that like the Restrictive Release Termination approach neither one (1) of these have been done before.

MS. DIANE HENSHEL:

That's okay. This sounds better.

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MS. MARY CLASHMAN:

Neither one (1) has been done before?

MR. PAUL CLOUD:

I know that the Restricted License Termination has never been taken to completion. There are other - at least I've been told that there are other licensees possibly pursuing it. I do not know that there are any pursuing this particular avenue. But I have no knowledge of it. Karen do you have a question?

MS. KAREN MASON-SMITH:

Yeah. So has NRC completed the Technical Review?

MR. PAUL CLOUD:

No. They will not --

MS. KAREN MASON-SMITH:

The January 16, 2003 letter what is that? That's their response to Save The Valley's request for a

1 hearing?

2

3 **MR. PAUL CLOUD:**

4 The January 16th letter that the Army sent
5 was a response to the NR - or Save The Valley letter on two
6 (2) things. One (1) on whether or not the Army opposed Save
7 The Valley's request to delay the hearing until after the
8 Technical Review was complete. The Army does not oppose
9 that.

10

11 **MS. KAREN MASON-SMITH:**

12 Okay.

13

14 **MR. PAUL CLOUD:**

15 The other thing that the Army was asked to
16 do by the Administrative Hearing Judge was to comment on
17 their position regarding items that Save The Valley had
18 identified on whether the Army thought they were germane to
19 the issue. We have - that's what was in that letter on the
20 16th. And then Save The Valley just responded or rebutted
21 that this Monday.

22

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1 **MS. KAREN MASON-SMITH:**

2 So when is the Technical Review - what's it
3 called? Technical Review?

4

5 **MR. PAUL CLOUD:**

6 Estimated to complete October 2004.

7

8 **MS. KAREN MASON-SMITH:**

9 That's the --

10

11 **MR. PAUL CLOUD:**

12 That's the NRC's schedule. And if that
13 modifies or changes you will have to contact them. But
14 that's what they told the Administrative Hearing Judge.
15 They estimated two (2) years from October of 2002. Does
16 that answer your question?

17

18 **MS. KAREN MASON-SMITH:**

19 Yes.

20

21 **MR. KEVIN HERRON:**

22 So what they're doing now is similar to what

23

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1 we would be doing like a Remedial Investigation Report?
2 They're doing very similar type thing?

3

4 **MR. PAUL CLOUD:**

5 I would assume so. I would assume so.

6

7 **MR. KEVIN HERRON:**

8 Okay. That's close to being parallel?

9

10 **MR. PAUL CLOUD:**

11 In rough layman's terms yes.

12

13 **MS. KAREN MASON-SMITH:**

14 Well Kevin when you say that similar to a
15 Remedial Investigation what are - water monitoring?

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17 **MR. PAUL CLOUD:**

18 They're reviewing the two (2) documents that
19 we provided.

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21 **MS. KAREN MASON-SMITH:**

22 Okay.

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MR. PAUL CLOUD:

In the Administrative Review basically you have ninety (90) days to complete that. And basically what they do on there when they do that and others, there's a little modification but essentially what they do is they take the License Termination Plan and the format calls for like Section One (1). Identify the facility, specify the name, address, location. So they have the check list okay and they go down to Section One (1). Okay, Jefferson Proving Ground, U.S. Army, Madison, Indiana. Check mark. The next one (1) might be background history and so on and so forth. They will go through every one of those things. If they don't get check marks on all of those then they will, as they did before, issue us a letter saying you're deficient or denied on these reasons. We have these questions. We responded to those questions when we resubmitted in June of last year. They did their ninety (90) day review, went through their check list again, we got the letter in October saying it had been accepted from Administrative Review. Do you understand now?

1 **MS. KAREN MASON-SMITH:**

2 I understand now.

3

4 **MR. RICHARD HILL:**

5 And then they do their Technical Review
6 which is to take two (2) years.

7

8 **MR. PAUL CLOUD:**

9 Right.

10

11 **MR. RICHARD HILL:**

12 Which is where they look more not at just is
13 this here, is this here like Paul was saying just a check
14 list, they will we assume be looking more for instance in
15 the License Termination Plan the Army outlines oh things
16 like ah the characteristics of the site and how that does or
17 does not blend itself to migration. And things like dose
18 assessments, estimates, things like that. And so the NRC
19 will be looking at those things and the calculations, all
20 the technical stuff that went into the License Termination
21 Plan.

22

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1 **MS. KAREN MASON-SMITH:**

2 So that date roughly starts when?

3

4 **MR. RICHARD HILL:**

5 It has started.

6

7 **MR. PAUL CLOUD:**

8 It started October last year. They
9 estimated two (2) years to complete that.

10

11 **MS. KAREN MASON-SMITH:**

12 I understood that, that it had started. But
13 this new --

14

15 **MR. RICHARD HILL:**

16 Yeah that --

17

18 **MS. KAREN MASON-SMITH:**

19 That sort of thing. Okay but I understand
20 that. And I think I understand the process. And my
21 understanding is that when EPA or IDEM or any other state
22 agency or federal agency would come in is when NRC initiates

23

24

1 their Memorandum of Understanding, at least with EPA that
2 was my understanding.

3

4 **MR. PAUL CLOUD:**

5 That is for very specific cases. That is
6 correct. I do not believe if we follow the Alternative
7 License Termination Perpetual Possession Only that the MOU
8 addresses that. I would suggest though that if you need
9 clarification to contact Dr. McLaughlin.

10

11 **MS. KAREN MASON-SMITH:**

12 Tom is it possible to get a copy of that
13 letter Paul sent you?

14

15 **MR. PAUL CLOUD:**

16 The letter is right back on the table.

17

18 **MS. KAREN MASON-SMITH:**

19 It's there?

20

21 **MR. PAUL CLOUD:**

22 You bet you. It's that one (1) pager.

23

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1 **MS. KAREN MASON-SMITH:**
2 Oh that is the letter?
3
4 **MR. PAUL CLOUD:**
5 That's it.
6
7 **MS. KAREN MASON-SMITH:**
8 Okay. Got you.
9
10 **MR. PAUL CLOUD:**
11 It was signed yesterday.
12
13 **MS. KAREN MASON-SMITH:**
14 Thank you.
15
16 **MR. PAUL CLOUD:**
17 Diane?
18
19 **MS. DIANE HENSHEL:**
20 All right. Can we now talk about your
21 interpretation of the feedback and the timing of the
22 feedback that you get with regard to monitoring, etc. that
23
24

25

1 would take place from this point forth?

2

3 **MR. PAUL CLOUD:**

4 Until there is a Formal License Amendment
5 the Army will continue to sample and monitor it every six
6 (6) months.

7

8 **MS. DIANE HENSHEL:**

9 Without changing what they're sampling?

10

11 **MR. PAUL CLOUD:**

12 That's correct. This is specific to the DU
13 License.

14

15 **MS. DIANE HENSHEL:**

16 And once this is accepted potentially and it
17 goes into a five (5) year revision for when this is being
18 negotiated that's when the monitoring is discussed?

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20 **MR. PAUL CLOUD:**

21 Monitoring would probably be one (1) item on
22 the agenda. That is correct.

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MS. DIANE HENSHEL:

And when do we --

MR. PAUL CLOUD:

When I say that though I would expect that the monitoring that would be discussed would not be monitoring yes or no. It would be monitoring on frequency.

MS. DIANE HENSHEL:

How about monitoring locations and media?

MR. PAUL CLOUD:

The NRC or the Army is free to bring that up. And when and if as I understand the NRC will hold public hearings on this or meetings the public is free to bring that subject up also.

MS. DIANE HENSHEL:

So at the Decommissioning Public Meeting that's going to take place sometime now between now and October of 2004?

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2

MR. PAUL CLOUD:

3

No it would be subsequent to that.

4

5

MS. DIANE HENSHEL:

6

It would be subsequent?

7

MR. PAUL CLOUD:

8

Assuming - we have not heard from the Judge

9

yet.

10

11

MS. DIANE HENSHEL:

12

Okay.

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14

MR. PAUL CLOUD:

15

Judge Rosenthal and his assistant or chief

16

have not responded yet. Have you received anything Richard?

17

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MR. RICHARD HILL:

19

No I have not.

20

21

MR. PAUL CLOUD:

22

We have not received any feedback from the

23

24

1 Administrative Hearing Judge as to whether or not they agree
2 to hold the hearing that Save The Valley requested regarding
3 the Restricted Release Termination in abeyance until the
4 completion by the NRC of the Detailed Technical Review.

5

6 **MS. DIANE HENSHEL:**

7 Okay.

8

9 **MR. PAUL CLOUD:**

10 That will be their call. My assumption, but
11 this is an unofficial personal assumption, that based on
12 their request and our lack of opposition to that that there
13 would be no basis to do that. And there are precedents on
14 previous hearing requests where you "need a complete file".

15 That complete file as I understand it requires a Detailed
16 Technical Review to be completed. I think Richard would
17 agree with that.

18

19 **MR. RICHARD HILL:**

20 I do.

21

22 **MS. DIANE HENSHEL:**

23

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1 So - so it sounds like we're in a cache 22
2 here almost. That you can't have the hearing with the NRC
3 until the Technical Review is done but we wanted the hearing
4 before the Technical Review is done?

5

6 **MR. RICHARD HILL:**

7 No we did not want it.

8

9 **MS. DIANE HENSHEL:**

10 We don't want the hearing? Okay.

11 **MR. RICHARD HILL:**

12 We requested that it not take place.

13

14 **MS. DIANE HENSHEL:**

15 Until afterwards?

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17 **MR. RICHARD HILL:**

18 Yes.

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20 **MS. DIANE HENSHEL:**

21 Okay. So there will not be any public
22 feedback on monitoring or on anything --

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MR. RICHARD HILL:

Well now --

MR. PAUL CLOUD:

No.

MR. RICHARD HILL:

Let's explain this. The hearing that Save
The Valley has requested is before the Administrative Judge.

MS. DIANE HENSHEL:

Right.

MR. RICHARD HILL:

Okay. That is separate from the process,
the public hearing process.

MS. DIANE HENSHEL:

Okay.

1 **MR. RICHARD HILL:**
2 Okay?
3
4 **MS. DIANE HENSHEL:**
5 Yes.
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7 **MR. RICHARD HILL:**
8 So there would be public hearings. Even if
9 Save the Valley were denied its request for a hearing before
10 the Judge there would still be public hearings.
11
12 **MR. PAUL CLOUD:**
13 For the License Amendment on the Alternative
14 Possession Only.
15 **MR. RICHARD HILL:**
16 Well that too.
17
18 **MS. DIANE HENSHEL:**
19 But that's not likely to take place for
20 another year and a half (1 1/2) to multiple years?
21
22 **MR. PAUL CLOUD:**
23
24

1 Yeah.

2

3 **MS. DIANE HENSHEL:**

4 Right.

5

6 **MR. PAUL CLOUD:**

7 Not - well let me make sure I - let me see
8 if I can explain it again. Under the Restricted Release
9 Termination process which Save The Valley has established
10 legal standing with the Administrative Hearing Judge for the
11 hearing.

12

13 **MS. DIANE HENSHEL:**

14 Un-huh (yes).

15

16

17 **MR. PAUL CLOUD:**

18 If the Judge concurs with Save The Valley's
19 request and our lack of opposition to that request, that
20 specific hearing for the Restricted Release Termination
21 License Application would not occur until sometime after the
22 NRC has completed their Detailed Technical Review. That

23

24

1 Detailed Technical Review is not scheduled to be completed
2 until at least October of 2004.

3

4 **MS. DIANE HENSHEL:**

5 Un-huh (yes).

6

7 **MR. PAUL CLOUD:**

8 If the NRC agrees with this letter we sent
9 yesterday on this Alternative Perpetual Possession Only
10 License during that process, which would probably commence
11 thirty (30), sixty (60), ninety (90) days, I do not know,
12 you would have to probably talk to Dr. McLaughlin on that,
13 during that process, during those negotiations it is my
14 understanding that the NRC will hold public meetings for the
15 public to provide input on that issue.

16

17 **MS. DIANE HENSHEL:**

18 On the five (5) year cycling?

19

MR. PAUL CLOUD:

20 On the process and what they believe would
21 be relevant and applicable and should be incorporated into
22 that License Amendment. That's what it is. It's a License

23

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1 Amendment. It's a specific type of License Amendment.

2

3 **MS. DIANE HENSHEL:**

4 All right.

5

6 **MR. PAUL CLOUD:**

7 Did that answer your question?

8

9 **MS. DIANE HENSHEL:**

10 Sort of. I'm just trying to clarify.

11

12 **MR. PAUL CLOUD:**

13 No problem.

14

15 **MS. DIANE HENSHEL:**

16 Probably sometime in the next six (6) months
17 there will be a hearing with the NRC to provide feedback on
18 the potential five (5) year infinitely renewable License,
19 whatever this thing is called?

20

21 **MR. PAUL CLOUD:**

22 That is my understanding. However, I cannot

23

24

1 speak and will not speak for the NRC.

2

3 **MS. DIANE HENSHEL:**

4 At the NRC meeting you guys are not there?

5

6 **MR. PAUL CLOUD:**

7 I beg your pardon?

8

9 **MS. DIANE HENSHEL:**

10 At the NRC meeting the Army is not present?

11 Is this correct?

12

13 **MR. PAUL CLOUD:**

14 No that is not correct.

15

16 **MS. DIANE HENSHEL:**

17 The Army is present?

18

19 **MR. PAUL CLOUD:**

20 If we so choose to attend it is my
21 understanding that it is open to the public the last time I
22 checked. The Army is part of the public.

23

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1 **MS. DIANE HENSHEL:**
2 Okay.
3
4 **MR. PAUL CLOUD:**
5 Kevin?
6
7 **MR. KEVIN HERRON:**
8 It's not a hearing. It's a public meeting.
9
10 **MR. PAUL CLOUD:**
11 Meeting, yeah.
12
13 **MR. KEVIN HERRON:**
14 Their regulations requires them to have
15 public meetings.
16
17 **MR. PAUL CLOUD:**
18 It's not a formal hearing.
19
20 **MR. KEVIN HERRON:**
21 A hearing is a different thing. So - and
22 that's where I think it's getting a little confusing.
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MS. DIANE HENSHEL:

Okay.

MR. KEVIN HERRON:

Is crossing over. But during the comment period they have to come out and present it to the people, present the information and then get feedback from them.

MS. DIANE HENSHEL:

Okay. And that's likely to be in the next six (6) months or so?

MR. KEVIN HERRON:

Very likely.

MR. PAUL CLOUD:

Call Tom. He's got a toll free number.

MR. KEVIN HERRON:

They're required to do it but it doesn't say

1 when.

2

3 **MS. DIANE HENSHEL:**

4 And at that point everything is open to
5 comment?

6

7 **MR. PAUL CLOUD:**

8 Talk to Tom.

9

10 **MR. RICHARD HILL:**

11 Sure it is.

12

13 **MR. PAUL CLOUD:**

14 Nothing has stopped you yet. Take your best
15 shot.

16

17 **MR. KEVIN HERRON:**

18 They're asking for public comment. They're
19 asking for public comment. That would be my opinion.

20

21 **MR. PAUL CLOUD:**

22 But you have to understand this is specific

23

24

1 to the DU issue and what is regulated by the NRC.

2

3 **MS. DIANE HENSHEL:**

4 At that time - I guess this is one (1) of
5 the questions for Karen.

6

7 **MS. KAREN MASON-SMITH:**

8 (Shaking head).

9

10 **MS. DIANE HENSHEL:**

11 No it's not?

12

13 **MS. KAREN MASON-SMITH:**

14 I already answered it.

15

16 **MS. DIANE HENSHEL:**

17 No you didn't really. He says it's covered
18 by the --

19

20 **MS. KAREN MASON-SMITH:**

21 My answer was Tom McLaughlin answered it in
22 a letter.

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MS. DIANE HENSHEL:

Oh.

MS. KAREN MASON-SMITH:

The letter that Richard submitted. What was
your question?

MS. DIANE HENSHEL:

The question is at that point the issues
related to uranium as a metal?

MS. KAREN MASON-SMITH:

Yes.

MS. DIANE HENSHEL:

Doesn't get really addressed.

MS. KAREN MASON-SMITH:

Didn't he answer the question? My answer
was correct. The letter that Richard sent - what was the
date that you submitted your letter?

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MR. RICHARD HILL:

It's been a long time ago. I don't
remember.

MS. KAREN MASON-SMITH:

After the November meeting. I think Dr.
McLaughlin clarified the issues that had come up over that.
Do you agree Paul?

MR. PAUL CLOUD:

He responded. I have seen a copy of it. I
do not disagree with what Dr. McLaughlin said.

MR. RICHARD HILL:

Oh I - I didn't get the response.

MR. PAUL CLOUD:

It was addressed to you.

MR. KEVIN HERRON:

You wrote the letter.

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MR. RICHARD HILL:

Un-huh (yes). And we got an answer back?

MR. KEVIN HERRON:

And answered about heavy metal property.

MS. KAREN MASON-SMITH:

Yes you did.

MR. RICHARD HILL:

Oh.

MR. KEVIN HERRON:

You wrote a letter and I got a response
letter back to Richard Hill. It is to Richard Hill.

MR. RICHARD HILL:

I've been looking for that. Go to the mail
box every day.

MS. KAREN MASON-SMITH:

Maybe you should clarify this for everyone.

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MS. DIANE HENSHEL:

What is the answer?

MR. RICHARD HILL:

Okay I will need to get that then. What did
he say?

MS. KAREN MASON-SMITH:

At our last RAB meeting in November, 2002
this question had come up over and over again probably for
the last one (1) or two (2) years it has come up. And we
were not sure about the process. Dr. Henshel had a question
for EPA and State, IDEM as to our - in the process, in the
DU Review - Technical Review process, where we would fit in
because this site is regulated or the DU impact area is
regulated by the NRC. I think that EPA and the State have
been pretty consistent on providing our answer which was
that - our understanding was that if NRC is the regulatory
agency then they would - then they are the regulating agency
and we're the supporting agency. Richard Hill who is the
community co-chair submitted a letter. I don't remember the

1 date but it was - I would assume it was right after that
2 meeting. I think it was sometime right after the meeting in
3 November of 2002.

4

5 **MR. RICHARD HILL:**

6 Looks like a week after. Yes.

7

8 **MS. KAREN MASON-SMITH:**

9 Okay. Just to get clarification he
10 submitted a letter to Dr. McLaughlin of NRC and Dr.
11 McLaughlin responded to the letter. I received a copy.
12 Kevin received a copy and it appears that Paul received it.
13 Diane did you not?

14

15 **MS. DIANE HENSHEL:**

16 I did not.

17 **MS. KAREN MASON-SMITH:**

18 You did not. That's strange because it -
19 it was addressed to Richard but to make a long story short
20 which is hard to with Jefferson Proving Ground I'll try. To
21 make a long story short my understanding from the letter is
22 that there was recently - which I was not aware of myself

23

24

1 and Dr. McLaughlin helped me to clarify some things and
2 understand. EPA, the Environmental Protection Agency, and
3 the Nuclear Regulatory Commission had recently entered into
4 a Memorandum of Understanding and that's published on - they
5 have a web site that you can go to but that MOU was dated
6 October or November of 2002. It's very recent. So to make
7 a long story short basically it was pretty much what Kevin
8 and I thought which is that EPA's role, and that would be
9 the same for the State because we have the same - help me
10 out Kevin. We have the same role in this process. My
11 understanding is that NRC would notify EPA and the State
12 regulatory agencies which is not only IDEM but it's also
13 IDHR, the Indiana Department of Health and whatever those
14 acronyms are.

15

16 **MR. KEVIN HERRON:**

17 That's Indiana State Department or ISDH.

18

19 **MS. KAREN MASON-SMITH:**

20 Okay.

21

22 **MR. KEVIN HERRON:**

23

24

1 State Department.

2

3 **MS. KAREN MASON-SMITH:**

4 Okay. And they deal with radiation. So
5 anyway NRC would enter into an MOU with us. I'm not sure
6 how they do it with the State. That's my understanding.
7 That was clear cut to me for EPA that Dr. McLaughlin since
8 they have the regulatory authority NRC would decide if they
9 want us to participate. And there's an agreement between
10 our agencies. I'm not sure if it was Mary Ann Horinko or
11 our administrator, Christie Whitman, but someone from the
12 EPA that's in a very high position signed this.

13

14 **MR. PAUL CLOUD:**

15 Someone from your headquarters.

16

17 **MS. KAREN MASON-SMITH:**

18 Okay. So someone from headquarters. Anyway
19 that should answer your question Diane that NRC would
20 determine whether or not they think that they want to
21 request our input.

22

23

24

1 **MS. DIANE HENSHEL:**

2 But it sounds like it's through a negotiated
3 discussion in some way because you said the Memorandum of
4 Understanding was between you and ISDH.

5

6 **MS. KAREN MASON-SMITH:**

7 Correct. But they would determine - they
8 will determine if they feel they need that input or how they
9 want to go about doing it. Basically it's up to them and
10 that's just the way that the regulations are.

11

12 **MR. KEVIN HERRON:**

13 I looked at it as being fairly non-committal
14 as to - as to how they were going to address the heavy metal
15 properties.

16

17 **MS. KAREN MASON-SMITH:**

18 I looked at it is he's going to decide how
19 to do it. I mean not him but his agency.

20

21 **MR. KEVIN HERRON:**

22 Right.

23

24

1 **MS. KAREN MASON-SMITH:**

2 And that they - and that they have the
3 authority to do it. So that's basically the way that the
4 regulatory agencies work. If anyone has a question about
5 that or doesn't understand that you know just let me know.

6

7 **MR. PAUL CLOUD:**

8 It might be so some assistance Diane if you
9 take the time to get a copy of the MOU, read it and then if
10 you have any questions call Tom.

11

12 **MS. DIANE HENSHEL:**

13 Yeah.

14

15 **MR. PAUL CLOUD:**

16 Directly. Because he would probably be the
17 best source for detail specifics regarding the MOU. I mean
18 I have a copy and I've read it.

19

20 **MS. DIANE HENSHEL:**

21 This is a broad Memorandum of Understanding
22 that then becomes an individual one (1) for every site?

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MS. KAREN MASON-SMITH:

Yes.

MR. PAUL CLOUD:

Well it applies to licenses and applies to specific types of license, amendments and/or terminations. And as Karen has said it's - it's specific to those types of issues and NRC to a great degree makes the call as to when. I mean I believe specifically in the MOU there is a required negotiation, a consultation with the EPA specific to Restricted Release Termination License Application. So if the Army were to continue with that at some point the NRC would formally conduct or contact EPA under the MOU in accordance with the MOU for their formal consultation.

MS. DIANE HENSHEL:

Thank you.

MR. RICHARD HILL:

And if you want to write this down so you'll

1 know what to look at on October 17th, 2002 the Commission
2 executed a Memorandum of Agreement, MOA, with the EPA
3 consultation and finality on decommissioning and
4 decontamination of contaminated sites. So that's what it's
5 called. Save The Valley has found that, was aware of that
6 but I never got the letter. When did you get the letter
7 back do you remember?

8

9 **MS. KAREN MASON-SMITH:**

10 It was sometime in December. I was thinking
11 it was before Christmas.

12

13 **MR. RICHARD HILL:**

14 I know the mail takes forever. So I just
15 figured I would wait until tonight and then I would ask or
16 this week sometime you know call Tom and see when he was
17 going to answer it.

18

19 **MS. KAREN MASON-SMITH:**

20 Well you can call Tom and get the web
21 address or I can provide it to you when I get back to the
22 office. I don't have it.

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MS. DIANE HENSHEL:

If I don't find it through reasonable
searching I will ask you.

MS. KAREN MASON-SMITH:

Yes.

MS. DIANE HENSHEL:

Okay.

MR. PAUL CLOUD:

Any more questions regarding where we stand,
where we anticipate we're going, when we think we will be
there regarding the DU License?

MS. PEGGY VLEREBOME:

When she was just talking about the
Alternative route, did the EPA not have a role in that?

MR. PAUL CLOUD:

1 That would - it's my understanding that
2 under the MOU they would not. However, the NRC is, under my
3 understanding also, would still be free to contact them.
4 This is a - would fall as I understand it in a different
5 category that is not specifically addressed under the MOU
6 that would not inherently prevent NRC from contacting the
7 State or the EPA or anyone else they felt so inclined to.
8 Jamie?

9 **MS. JAMIE DeWITT:**

10 And then the level of anticipation requested
11 by the EPA or IDEM would depend on what the NRC requests?

12

13 **MR. PAUL CLOUD:**

14 Your best source for response to something
15 like that would be Tom.

16

17 **MS. JAMIE DeWITT:**

18 Is that the impression you got from the
19 letter Karen that - what you would be expected to do?

20

21 **MS. KAREN MASON-SMITH:**

22 I'll follow Paul. Your best source would be

23

24

1 to contact Tom. He can explain his letter better than I
2 can.

3

4 **MR. PAUL CLOUD:**

5 Tom will probably hate me when I say this
6 however Tom's a very lonely person. He has not gotten
7 calls. He has not gotten letters from you.

8

9 **MR. RICHARD HILL:**

10 Call him. Call him.

11 **MR. PAUL CLOUD:**

12 If you have questions you have his E-mail
13 address and you have his toll free number, ask him. I mean
14 that's what he's there for. He is the best source for
15 detailed specifics on this. Again it's the first of a kind.
16 We are probably all going to feel our way through. It's
17 just like the Restricted Release. Never been done before.
18 That's my understanding.

19

20 **MS. DIANE HENSHEL:**

21 Okay question. Alternative License
22 Termination.

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MR. PAUL CLOUD:

It's an alternative schedule.

MS. DIANE HENSHEL:

Okay. An alternative schedule for continued
Re-limited Licensing of sorts?

MR. PAUL CLOUD:

No it's a License. It's a License and it's
an Amendment - it would be an Amendment to the current
License. The current License if you have a copy of it is a
Possession Only License for storage in the ground. One (1)
of the criteria for that current License is that we monitor
every six (6) months.

MS. DIANE HENSHEL:

Un-huh (yes).

MR. PAUL CLOUD:

However in that same section that we quote
10CFR40.42 which is generically referred to as the

1 timeliness rule, there are specifications and criteria for
2 licensees when they cease performing the activity for which
3 they were licensed to have radiological material to
4 terminate their License. When you go down to Section G-2 it
5 - and it's even highlighted - we highlighted it in the copy
6 of the - I printed off the NRC's web site this afternoon,
7 the specific language in there is the NRC has the authority
8 to grant an alternative schedule for License Termination.
9 That's a License that would fall under the term of a License
10 Amendment. What we're proposing is a Perpetual Possession
11 License with five (5) year renewables so that it would be
12 re-evaluated every five (5) years to see if there are - we
13 or anyone else perceive the need, the necessity, or the
14 recommendation for changes to the License, until such time
15 as the Army believes that it's time to go terminate the
16 License in whatever manner, whether it's restricted or
17 unrestricted.

18

19 **MS. DIANE HENSHEL:**

20 Okay. Let me continue my question since I
21 didn't clarify it the way I stated it clearly enough. At
22 that point what happens in terms of the Army's oversight? Do

23

24

1 you stay Project Manager infinitely? That's not possible.
2 So what happens at that point? Does it become a new Project
3 Manager that - and it's the same person that's overseeing
4 the rest of the base closure if there's any more, but what
5 happens when the base closes?

6

7 **MR. PAUL CLOUD:**

8 The base is closed legally.

9

10 **MS. DIANE HENSHEL:**

11 Well I know the base is closed but there's
12 still some reuse here. There's still some --

13

14 **MR. PAUL CLOUD:**

15 That's south of the firing line. That is
16 the only area that's been accessed and --

17 **MS. DIANE HENSHEL:**

18 And the Army is still holding possession on
19 you know --

20

21 **MR. PAUL CLOUD:**

22 North of the firing line. That's correct.

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MS. DIANE HENSHEL:

A few places north of the firing line that are still contaminated. Aside from the whole issue about the Refuge. So what happens in terms of the DU oversight then? It's the same person that's handling all of this stuff?

MR. PAUL CLOUD:

There's no - the License is assigned to the Army. Now you have to identify an entity in the License. Right now if you go to the License you will not see a specific named individual in the Army as the License holder. What you will see is the office of someone at SBCCOM. Now that person currently is Dr. Ferriter. But if Dr. Ferriter moves on someone fills that position, it becomes that person. If and when that License is transferred to some other office - I'll give you an example one (1). The Proving Ground was active, the License holder was the Commander of Jefferson Proving Ground. The last Commander at Jefferson Proving Ground was Colonel Weekly. Colonel Weekly's name was not on the License. It was Commander.

1 When the Proving Ground closed the License was amended and
2 it was transferred to the Chief of Staff at the Test and
3 Evaluation Command at Aberdeen Proving Ground. That is
4 another officer in the Army but that officer was not
5 specified by name. He's the Chief of Staff. It's a
6 position.

7

8 **MS. DIANE HENSHEL:**

9 Okay so right now then it's being I guess
10 over seen by Aberdeen and it will stay there?

11

12 **MR. PAUL CLOUD:**

13 It's being over - the overall responsibility
14 is the Army. If you see that letter that we sent the NRC
15 you will not see SBCCOM mentioned in that letter at all.

16

17 **MS. DIANE HENSHEL:**

18 Just says the Army?

19

20

21 **MR. PAUL CLOUD:**

22 It says the Army. And there's a very

23

24

1 specific reason why it is worded that way because we, the
2 people that are technically involved in this, had to go up
3 to the Army, not SBCCOM to get permission to seek that
4 option.

5

6 **MS. DIANE HENSHEL:**

7 Okay.

8

9 **MR. PAUL CLOUD:**

10 But the Army is the ultimate liable
11 responsible party just like the Army is the ultimate liable
12 responsible party of the property north of the firing line.

13

14 **MS. DIANE HENSHEL:**

15 And so now it's oversites at Aberdeen and
16 Aberdeen is no longer SBCCOM right? What's happened with
17 all or re --

18

19 **MR. PAUL CLOUD:**

20 Currently as you saw probably on the first
21 slide here it's - Jefferson has been shifted to the
22 Installation Support Management activity of the national

23

24

1 capital region for the Base Realignment Closure office.
2 That is - that also falls under the Assistant Chief of Staff
3 for Installation Management. That gentleman is a two (2)
4 star general. His office is in the Pentagon. His name is
5 Major General Luft if I recall correctly. There is
6 currently an administrative process being worked on that
7 would change - shift the administrative oversight of
8 Jefferson from SBCCOM and the Newport Chemical Activity
9 where it currently resides to another Army facility
10 installation in support of this recent organizational
11 change. Once that is done the Army will request a specific
12 License Amendment to the NRC saying we have done this
13 organizational shuffle. SBCCOM no longer is responsible for
14 or has authority over Jefferson Proving Ground. Here is the
15 new responsible authority. Please make this Administrative
16 Change Amendment to the License. And then it would be the
17 office of or the Chief of Staff of or whatever.

18

19 **MS. DIANE HENSHEL:**

20 Okay.

21

22 **MR. PAUL CLOUD:**

23

24

1 Expect that to happen within the next six
2 (6) months.

3 **MS. DIANE HENSHEL:**

4 And then I expect that we will all get some
5 sort of notification of the new hierarchy?

6

7 **MR. PAUL CLOUD:**

8 Not a problem.

9

10 **MS. DIANE HENSHEL:**

11 Okay.

12

13 **MR. PAUL CLOUD:**

14 I don't even know it myself yet. Any other
15 questions?

16

17 **MR. RICHARD HILL:**

18 On the February 4th letter that we've been
19 discussing has this gone out to anyone other than the NRC
20 and this meeting right here?

21

22 **MR. PAUL CLOUD:**

23

24

1 It was sent electronically to the NRC
2 yesterday.

3

4

5 **MR. RICHARD HILL:**

6 Un-huh (yes).

7

8 **MR. PAUL CLOUD:**

9 To Mr. Camper and a number of the
10 individuals at their headquarters in Rockville. Other than
11 within the Army I do not know who the NRC may have sent it
12 to. Tonight is the first time that I know of that anyone
13 outside the NRC and the Army has seen that letter. It was
14 just signed yesterday morning.

15

16 **MR. RICHARD HILL:**

17 Right.

18

19 **MR. PAUL CLOUD:**

20 Joe?

21

22 **MR. JOE ROBB:**

23

24

1 These great dramatic shifts in the Army, at
2 what level was this decision made?

3

4 **MR. PAUL CLOUD:**

5 That's an interesting question. Ken and I
6 had a conversation like that when we went up north this
7 morning. I think there has been a mis-perception in the
8 general public and Save The Valley and certain other
9 individuals who have been interested in this topic. And if
10 I or the Army were the cause of that mis-perception I will
11 now hereby apologize. What you should know is that the Army
12 has not approached this issue from a tunnel vision
13 perspective. What I mean by that is that we have not
14 singled out Restricted Release License Termination as the
15 one (1) only forever option we would ever consider. We have
16 been evaluating this particular option for some time. And
17 it has taken a considerable amount of time for us to review
18 it, to evaluate it and to look at it as a future potential
19 option we were willing to pursue and propose to our senior
20 leadership. There are a number of things you have to
21 consider in this particular subject: safety, money, time,
22 policy, precedent, a whole range of things, legal. So it

23

24

1 took a considerable amount of time. We have been working on
2 this for some time. So it's something that we looked at,
3 evaluated, proposed, discussed, had a number of people
4 briefed on and just recently received the endorsement
5 necessary for Dr. Ferriter to sign that letter. Does that
6 answer your question?

7

8

9 **MR. JOE ROBB:**

10 Did the endorsement come from the Army or
11 what office?

12

13 **MR. PAUL CLOUD:**

14 It came from the DA BRAC office in the
15 Pentagon which I briefed last Friday at our budget meeting.

16

17 **MR. JOE ROBB:**

18 Okay.

19

20 **MR. PAUL CLOUD:**

21 And it was only done after we received
22 multiple concurrences from other internal Army reviewers.

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MS. DIANE HENSHEL:

What was the deciding factor in going ahead
and recommending this to the higher ups?

MR. PAUL CLOUD:

The potential benefits.

MS. DIANE HENSHEL:

And these are?

MR. PAUL CLOUD:

One (1) if in fact the NRC accepts this
proposal, and it's up to them, we are requesting it. It is
up to them to decide whether or not the situation here
specifically warrants their agreement to enter into these
negotiations. But one (1) of those would be the continued
monitoring. As we all know that is a local concern.

MS. DIANE HENSHEL:

Un-huh (yes).

MR. PAUL CLOUD:

1 Another one (1) is the financial outlay. If
2 we monitor that costs a very low amount per year or every
3 other year or whatever we negotiate. If we continue along
4 the lines of the Restricted Release Termination the NRC has
5 estimated approximately six (6) years. We have estimated a
6 million dollars (\$1,000,000) or more to follow up on RAIs
7 and other things. Also the letter talks about the issue and
8 potential that the NRC would come back requesting site
9 specific data validation. As you well know, because you've
10 been out there, there are a lot of bombs and bullets. That
11 is a significant immediate personnel safety hazard we are
12 very sensitive to. Does that answer your question?

13 **MS. DIANE HENSHEL:**

14 I just wanted to know if the final balance -
15 what the score is?

16

17 **MR. PAUL CLOUD:**

18 Combination of all those things.

19

20 **MS. DIANE HENSHEL:**

21 Okay.

22

23

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1 **MR. PAUL CLOUD:**
2 It's not any one (1) particular.
3
4 **MS. DIANE HENSHEL:**
5 Okay.
6
7 **MR. PAUL CLOUD:**
8 We believe if the NRC accepts this request
9 that there is sufficient potential benefit to negotiate this
10 particular type of Perpetual Possession Only License for
11 now.
12
13 **MS. DIANE HENSHEL:**
14 Thank you.
15 **MR. PAUL CLOUD:**
16 Karen?
17
18 **MS. KAREN MASON-SMITH:**
19 I have a question and then I have a comment.
20
21 **MR. PAUL CLOUD:**
22 Go ahead.
23
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MS. KAREN MASON-SMITH:

Going back to when you were giving this presentation. You said the NRC published something in the Federal Register. Was that the - was it your DU License Termination Plan?

MR. PAUL CLOUD:

It wasn't the Plan. Go ahead Richard.

MR. RICHARD HILL:

It was an announcement that the Plan was available for review and making it available to the public, anyone in the public to request a hearing.

MS. KAREN MASON-SMITH:

Okay. And my comment is that first of all I want to thank Richard for submitting the letter in November after the - after our last RAB meeting requesting that EPA and IDEM and the Real Estate Agency get involved in the review of the License Termination. I guess I see this as an

1 opportunity for us to work together, the NRC and the
2 regulatory agencies who monitor the NRC, who ultimately make
3 a decision. So I just wanted to make that comment.

4

5 **MR. PAUL CLOUD:**

6 Any other comments or questions or concerns
7 regarding the DU License, where we are, where we think we
8 might be, where we may be going? Yes ma'am?

9

10 **MS. ANNE ANDREASEN:**

11 It still sounds to me like the License is
12 just about the time limit and not about some of these other
13 issues.

14

15 **MR. PAUL CLOUD:**

16 If you have, as we do right now, an active
17 License, there are a number of things that that mandates.
18 One (1) is regulatory oversight by an independent federal
19 agency, in this case the Nuclear Regulatory Commission.
20 Under the current License that is active at JPG one (1) of
21 the requirements is semi-annual monitoring and analysis and
22 reporting from those pre-designated spots. There are ten

23

24

1 (10), eight (8) of them north of the firing line and two (2)
2 south. We sample ground water, surface water, sediment and
3 soil and they are analyzed for uranium. If we reach a
4 certain activity level, which we have never done yet, if we
5 do then there are other requirements. We have to do what's
6 called an isotopic analysis to see if in fact what is being
7 found is specific to the DU at Jefferson or is uranium
8 that's in fertilizer that came from a farm off site.
9 Another thing is the security requirements, the access
10 controls. That's all part of the License. And until and
11 unless the License is amended they stay in effect and you
12 have regulatory oversight and authority for that issue at
13 this facility. Did that answer your question?

14

15 **MS. ANNE ANDREASEN:**

16 Yes.

17

18 **MR. PAUL CLOUD:**

19 Do you guys have any questions? You're
20 awful quiet. Kevin?

21 **MR. KEVIN HERRON:**

22 Under the contingent turn of License Term -

23

24

1 Termination obviously it's kind of like you said an
2 amendment or a modification. Wouldn't the monitoring
3 reporting still be to the NRC?
4

5 **MR. PAUL CLOUD:**

6 It would be whatever that frequency and the
7 details and specifics would still be to the NRC. That is
8 correct.
9

10 **MR. KEVIN HERRON:**

11 So that part really wouldn't change as far
12 as who would be over seeing?
13

14 **MR. PAUL CLOUD:**

15 That's correct.
16

17 **MR. KEVIN HERRON:**

18 And monitoring the - your results?
19

20 **MR. PAUL CLOUD:**

21 They are still the regulator of record.
22 That is correct. Peggy?
23

24

1 **MS. PEGGY VLEREBOME:**

2 So what internal monitoring would you be
3 wanting? Less frequent? More frequent?

4

5 **MR. PAUL CLOUD:**

6 To be negotiated. Assuming the NRC accepts
7 our request. Joe?

8

9 **MR. JOE ROBB:**

10 If this negotiation takes place it's most
11 likely that the Technical Review would be a moot point?

12

13 **MR. PAUL CLOUD:**

14 The Technical Review would be a moot point
15 if --

16

17 **MR. JOE ROBB:**

18 NRC agrees?

19

20 **MR. PAUL CLOUD:**

21 If the NRC agrees to the negotiation and the
22 negotiations are successful and there is a License Amendment

23

24

1 that issues the Army a Perpetual Possession Only License.
2 At that time not only would Technical Review be moot, we the
3 Army would formally withdraw the application as specified in
4 the letter. But if for some reason a party decides that the
5 alternative process in negotiations are not successful in
6 the letter the Army has said this is a Contingent Request,
7 we reserve the right to have you continue going on. We are
8 not withdrawing at this time. But if we are successful and
9 NRC concurs and grants us the negotiations then yes we will
10 withdraw the Restricted Release Termination as so specified.

11 Yes sir?

12

13 **MR. LUKE HODGIN:**

14 Just for in fact our information, because
15 we're not very familiar with the situation, is it not right
16 that the Army is testing the ten (10) sites that you said
17 every six (6) months?

18

19 **MR. PAUL CLOUD:**

20 We are sampling.

21

22 **MR. LUKE HODGIN:**

23

24

1 Sampling.

2

3 **MR. PAUL CLOUD:**

4 There are ten (10) ground water monitoring
5 wells, eight (8) north of the firing line and one (1) in the
6 southwest corner, one (1) in the southeast corner of the
7 Cantonment area south of the firing line. We sample these
8 every six (6) months. We also sample the surface water in
9 the stream, the big creek that goes through there. We also
10 sample the soil and the sediment. That's every six (6)
11 months. We've never gotten a hit yet. Kevin?

12

13 **MR. KEVIN HERRON:**

14 How deep are those wells?

15

16 **MR. PAUL CLOUD:**

17 They vary in depth. Off the top of my head
18 I can't remember but probably range I would estimate around
19 twenty (20) to forty (40) feet Richard?

20

21 **MR. RICHARD HILL:**

22 Some of them - I think there's one (1), very

23

24

1 shallow one (1) that might even be only about fifteen (15)
2 feet. The deepest one (1) is about forty (40). They vary.

3

4 **MR. PAUL CLOUD:**

5 I could find it and give it to you. I mean
6 it's similar to the wells south of the firing line for the
7 RI sites. They vary in depth. I mean they were installed
8 basically twenty (20) years ago.

9

10 **MR. KEVIN HERRON:**

11 I was just wondering in - at what interface
12 are they trying to gather data?

13

14 **MR. PAUL CLOUD:**

15 I don't know.

16

17 **MR. KEVIN HERRON:**

18 As far as the ground water? Are they trying
19 to gather data at the interface between your switch over
20 into your bedrock?

21

22 **MR. PAUL CLOUD:**

23

24

1 You would have to check with Tom on that
2 after you've seen the depths at which the individual wells -
3 they vary in depth though so I think they cover basically
4 all of those things. But I couldn't certify that right now.
5 Does that answer your question?

6

7 **MR. KEVIN HERRON:**

8 Yes.

9 **MR. PAUL CLOUD:**

10 Yes ma'am.

11

12 **MS. ANNE ANDREASEN:**

13 Are these the result of the NRC?

14

15 **MR. PAUL CLOUD:**

16 I beg your pardon?

17

18 **MS. ANNE ANDREASEN:**

19 Are these the result of the NRC?

20

21 **MR. PAUL CLOUD:**

22 Yes ma'am. And anything the NRC receives in

23

24

1 writing from a licensee, regardless if it's the Army or
2 anything else, it's public. They have a public reading
3 room. Most of this material can be accessed via their web
4 site. It's somewhat cumbersome but it is available. And
5 you know if you can figure it out the information is there.

6 Yes ma'am?

7

8 **MS. ANNE ANDREASEN:**

9 Are the two (2) that are in the south -
10 southern area, are they on land that the Army is still in
11 possession of?

12

13 **MR. PAUL CLOUD:**

14 One (1) is and one (1) is not. However, the
15 one (1) that is not was part of the Central Cantonment Area
16 FOST area that was transferred to Mr. Ford. There is a Deed
17 Restriction in that parcel. Regardless of who owns that
18 property, as long as the Army needs that monitoring well it
19 will stay undisturbed.

20

21 **MS. ANNE ANDREASEN:**

22 Is there one (1) there at the sewage

23

24

1 treatment plant?

2

3 **MR. PAUL CLOUD:**

4 It's southwest of the sewage treatment
5 plant. It's basically almost exactly in the extreme
6 southwest corner. I mean if you get to the fence there the
7 southwest corner you will see it.

8

9 **MS. ANNE ANDREASEN:**

10 It's the blue barrel?

11

12

13 **MR. PAUL CLOUD:**

14 Yes ma'am. That's where it is. And there's
15 one (1) approximately the same location on the southeast
16 side.

17

18 **MS. ANNE ANDREASEN:**

19 Okay.

20

21 **MR. PAUL CLOUD:**

22 And they're considered "background" wells.

23

24

1 Did you have a question sir?

2

3

4 **MR. DUSTIN JONES:**

5 Yes. You mentioned the Restricted Release
6 License and the Perpetual Possession Only License.

7

8 **MR. PAUL CLOUD:**

9 They are two (2) different things.

10

11 **MR. DUSTIN JONES:**

12 What are the differences?

13

14

15 **MR. PAUL CLOUD:**

16 The Restricted Release Termination License
17 Application is a process by which a licensee can go to the
18 NRC and say for reasons which we will explain we don't
19 believe it is a good thing to go clean up an area where we
20 had this radiological material. Your regulations that you
21 wrote allow this Restricted Release Termination which means
22 that if the License is terminated they agree after they've

23

24

1 done all their Administrative and Technical Review and
2 things of that nature, they will impose some other kind of
3 conditions, specifically institutional controls. Some of
4 the things that we identified in ours is that we would
5 maintain the eight (8) foot high chain link fence with the
6 three (3) strand "V" shaped barbed wire around the entire
7 perimeter of the Proving Ground. We would maintain the
8 signage. It says no trespassing, federal property, danger,
9 unexploded ordnance. We would maintain restricted access
10 specific to the DU area. While the DU area is part of Big
11 Oaks National Wildlife Refuge it is not open for public
12 access. The only way you go there is when you get escorted.
13 Mr. Knouf, the site manager, myself, someone like that. We
14 don't allow anybody to go there any time for any reason.
15 There's no hunting in that area, things of that nature.
16 That's a Restricted Release Termination. Under a Possession
17 Only License as I understand it, again since it's never been
18 done before in perpetuity, would be that the licensee, in
19 this case the Army, would be granted a License Amendment
20 such that there would still be regulatory oversight and
21 control. The License would not be terminated. And if you
22 were found in violation of any condition of that License

23
24

1 Amendment you would be subject to any regulatory authority
2 that the NRC had. Could be fines, whatever. But the
3 License is active. Under the Restricted Termination once
4 it's granted the License is no longer active there's no
5 regulatory oversight. And in theory there would no longer be
6 any monitoring. Did that answer your question?

7

8 **MR. DUSTIN JONES:**

9 Yes.

10

11 **MR. PAUL CLOUD:**

12 Any other questions? This is a slide you've
13 seen before. Should in fact for some reason the NRC not
14 grant our request or we are not successful in those
15 negotiations for the alternative schedule, NRC would
16 continue with their Technical Review. Right now as I've
17 said in a letter to the Administrative Hearing Judge they
18 did in fact identify - they estimated two (2) years,
19 estimated completion day October 2004. Part of that process
20 would also require the NRC to conduct a NEPA exercise for
21 this thing. That is their process. That is their NEPA
22 requirement. This slide as you've seen before is the NRC's

23

24

1 point of contact specific to JPG at the Proving Ground. All
2 these slides we have copies in the back. That's his phone
3 number, his toll free phone number and his E-mail address.
4 Very lonely guy. Call. Talk to him. He'll love to hear
5 from you.

6

7 **MR. RICHARD HILL:**

8 Nice guy.

9

10 **MR. PAUL CLOUD:**

11 Tom is a real nice guy. He's very easy to
12 talk to. Not like some Pd.D.'s.

13

14 **MS. DIANE HENSHEL:**

15 Oh. That was quite a cut.

16

17 **MR. PAUL CLOUD:**

18 Only if the shoe fits. This is the Army's
19 point of contact. Joyce is the Army's what we call
20 Radiation Safety Officer. She is the current point of -
21 official point of contact on this issue. Joyce and I work
22 very closely together on this issue. And like I say all

23

24

1 these slides are part of the copies in the back. Questions?
2 Comments? Yes sir?

3

4 **MR. JOHN RUYACK:**

5 Is the review, the Technical Review, being
6 done by headquarters?

7

8 **MR. PAUL CLOUD:**

9 My understanding is it's headquarters. The
10 reason why headquarters has taken the lead in this is
11 because JRG back in 1995 was placed on the NRC's SDMP list.
12 Now the SDMP stands for Site Decommissioning Management
13 Plan list. And very - take this very generically. In very
14 general terms what that means is that for whatever reason
15 it's a difficult unusual site.

16

17 **MR. RICHARD HILL:**

18 Complex.

19

20 **MR. PAUL CLOUD:**

21 Very complex and very roughly analogous to
22 the NPL for EPA. But don't try to impose NPL details and

23

24

1 specifics to the SDMP list for NRC. That is the NRC's call
2 though. They make that decision. Once that is done
3 headquarters takes control of the day to day things. Now
4 for the annual monitoring inspection - you know inspection
5 of the facility Region Three (3) still comes down, their
6 personnel come down and they report to headquarters. But
7 the management of the License and the Termination and this
8 alternative proposal was directed to headquarters because of
9 that reason.

10

11 **MR. JOHN RUYACK:**

12 Okay.

13

14 **MR. PAUL CLOUD:**

15 Does that answer your question sir?

16

17 **MR. JOHN RUYACK:**

18 Yes.

19

20 **MR. PAUL CLOUD:**

21 Yes ma'am?

22

23

24

1 **MS. MARY CLASHMAN:**

2 You indicated that the Airport is going to
3 be transferred shortly and we've discussed the contaminated
4 areas. Is there not other areas in the Proving Ground that
5 is still owned by the Army?

6

7 **MR. PAUL CLOUD:**

8 Yes ma'am.

9

10 **MS. MARY CLASHMAN:**

11 And what is their status?

12

13 **MR. PAUL CLOUD:**

14 Depending on their location. Example was
15 that Northeast Parcel which you have the Revised FOST for
16 now. We believe that area which is in the northeast corner,
17 it's above Ordnance Drive. It's that quadrant where the old
18 ammunition igloos were. We believe that's ready to be
19 transferred. As we continue to one (1) either clean up,
20 remove the unexploded ordnance that we thought might be
21 there or two (2) complete the environmental restoration or
22 document and get concurrence that there is nothing from an

23

24

1 environmental prospective at specific sites that request
2 action. Once those things are done then other parcels will
3 become available. Our current schedule is estimated that by
4 the end of September of 2005 we will have all the
5 environmental work done. And by the end of calendar year
6 2006 all of the property south of the firing line will be
7 disposed of. That is the current schedule. It is subject
8 to change. But that is our estimate. That hasn't changed
9 in the last two (2) or three (3) years. Yes sir?

10

11 **MR. LUKE HODGIN:**

12 And you said two (2) water sampling sites
13 south of the firing line? Are you still going to keep those
14 both in operation after 2006?

15

16 **MR. PAUL CLOUD:**

17 As long as they are required by an Active
18 License they will be maintained. Right now the one (1) that
19 actually is on property that is owned by the Ford Lumber and
20 Building Supply Company there is a Deed Restriction. It
21 says the Army - it will not be disturbed. It has to be
22 maintained and accessible until such time as the Army no

23

24

1 longer needs it. End of statement.

2

3 **MR. LUKE HODGIN:**

4 Could it most likely be that same language
5 on the Deed for this parcel?

6

7 **MR. PAUL CLOUD:**

8 There are no DU monitoring wells in that
9 area.

10

11 **MR. LUKE HODGIN:**

12 Or the other one (1) that is still owned by
13 the Army?

14

15 **MR. PAUL CLOUD:**

16 If in fact it is required that would be
17 similar language, yes sir. Yes sir?

18

19 **MR. DUSTIN JONES:**

20 Is it the intent of the Army to eventually
21 sell all of the property south of the firing line?

22

23

24

1 **MR. PAUL CLOUD:**

2

3

4 The Army went through as required by the

5 BRAC law a very detailed property screening process back in

6 1994 and 1995. For people that are not familiar with that

7 it essentially allows first other agencies in the Department

8 of Defense to say okay Army you can't use any more. That's

9 federal law. But we in the Navy we want it and it would

10 have gone to the Navy or the Air Force or the Marine Corps

11 or whatever. Nobody in the DOD said they wanted it. It

12 then goes to other federal agencies. At that time Fish and

13 Wildlife through the Department of Interior said we are

14 interested in this area north of the firing line and some

15 fingers south. They subsequently modified that so nothing

16 south of the firing line was included. But they still have

17 an "outstanding request" for eventual ownership of

18 everything north of the firing line. After that it goes to

19 the McKinney Homeless Screening which is an Act that

20 requires homeless providers, if they have a need and a

21 request and a financial support, they can make a request.

22 We did not receive any specific to JPG. Then it goes to the

23

1 State in which the facility is located. The State then has
2 an opportunity to request the property. We did not receive
3 any you know requests there. Then comes to the local
4 community. The local community has to create what's called
5 a Local Reuse Authority. It's a formal authority first
6 recognized by the State and then recognized by the
7 Department of Defense. Once that's done that community can
8 make what's called an Economic Development Conveyance
9 Request. Jefferson unfortunately is the only Army facility
10 in which the Economic Development Conveyance Request was
11 denied. It was denied because it was financially
12 infeasible. Subsequent to that the Army put the property up
13 for bid with a six million dollar (\$6,000,000) minimum. We
14 received no bids. Later that same year, and that was about
15 June of '95, in December of 1995 subsequent to a Reuse and
16 Disposal EIS being completed and a Record of Decision
17 signed, the Army had put out another offer for bid, no
18 minimum. The Army reserved the right however as logic would
19 dictate that if someone came in and said here's two (2)
20 cents give me four thousand (4,000) acres, we could decline.
21 We received if I remember somewhere in the neighborhood of
22 six (6) to eight (8) bids. They were opened in December of

1 1995 at the Corps of Engineers Office in Louisville. Ford
2 Lumber and Building Supply Company was the successful high
3 bidder, five point one million dollars (\$5,100,000) for
4 approximately thirty-four hundred (3400) acres. In the
5 subsequent document that was generated which is called the
6 Lease in Furtherance of Conveyance Ford Lumber and Building
7 Supply Company agreed to certain things. They would take
8 over the infrastructure, the road maintenance, the
9 utilities, the building upkeep, so on and so forth while the
10 Army continued to move the UXO, clean up the environmental
11 contamination, prepare the documents for transfer of the
12 property. And as those parcels became available they would
13 be taken over, formal ownership. We would transfer them.
14 He would pay us basically a pro-rated share depending on the
15 acreage because the price, the ultimate price, had already
16 been settled on. So to go and do an appraisal of each one
17 (1) is a waste of resources, non productive. So that's how
18 we've gotten to where we basically are right now. North of
19 the firing line contains we estimate somewhere in the
20 neighborhood of twenty-five million (25,000,000) rounds of
21 unexploded ordnance. Of that - when I say unexploded -
22 munitions that were fired.

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MR. RICHARD HILL:

Okay.

MR. PAUL CLOUD:

Of that twenty-five million (25,000,000) rounds that were fired we estimate one and a half (1 1/2) to two million (2,000,000) are full of HE Unexploded Ordnance. Could be a mortar, could be a mine, could be a 105, could be a 155, could be an eight (8) inch shell, could be a five hundred (500) pound bomb. We also estimate there are several million that have live detonators, primers or fuses. It would be like a shotgun shell going off. Not as bad as a mortar or mine or something but if you're in the wrong place you could be missing a hand. You could still get killed, so on and so forth. Richard has been out there. Diane and Jamie have been out there. They've seen the UXO. In a lot of places we do not get off the road. There are a lot of very nasty places north of the firing line. We estimate it would cost somewhere between eight (\$8,000,000,000) and fifteen billion (\$15,000,000,000) dollars to clean up north of the firing line completely, all

1 UXO, all the DU. And what you would have is a fifty-one
2 thousand (51,000) acre hole in the ground because that's how
3 you would have to do it. You would have to scrape off four
4 (4) foot at a time until you get down to about bedrock
5 fifteen (15) or twenty (20) feet or more. And I know of at
6 least one (1) federal agency that would be very upset. And
7 we have a representative in the back from the Fish and
8 Wildlife Service and he would be upset because we have a
9 federally endangered species documented on the Proving
10 Ground, not only north but south. So that wouldn't fly.
11 Yes ma'am?

12

13 **MS. MARY CLASHMAN:**

14 I'm still trying to figure out if you have -
15 what acreage do you have that has not been given to the Fish
16 and Wildlife nor has been sold to Ford Lumber Company?

17

18 **MR. PAUL CLOUD:**

19 All the acreage with the exception of three
20 hundred (300) acres has been accounted for.

21

22 **MS. MARY CLASHMAN:**

23

24

1 So there's only three hundred (300) acres?

2

3 **MR. PAUL CLOUD:**

4 However when I say that approximately
5 thirty-four hundred (3400) acres are in the Lease in
6 Furtherance to the Ford Lumber and Building Supply. We
7 transferred to Jefferson County with a Public Benefit
8 Conveyance approximately two hundred and twenty (220) acres
9 for a park right by the main entrance. We sold a building
10 and approximately one (1) acre to the Madison Port Authority
11 and that's where their headquarters are now. There is
12 approximately three hundred (300) acres on the west side of
13 the Airfield that is not currently designated for future
14 ownership. We estimate within the next six (6) months the
15 Army will be in a position to make that determination.
16 North of the firing line, while the Department of Interior
17 still has an outstanding request, unofficially logic would
18 dictate that they will not take title until the UXO and DU
19 are cleaned up. But that's up to them. Did that answer
20 your question?

21

22 **MS. MARY CLASHMAN:**

23

24

1 Thank you.

2

3 **MR. PAUL CLOUD:**

4 Yes sir?

5

6 **MR. LUKE HODGIN:**

7 So the Fish and Wildlife, Department of
8 Interior wouldn't be - you said they are not going to take
9 control of the land north of the firing line until all the
10 DU is - and the UXO is taken out?

11

12 **MR. PAUL CLOUD:**

13 The Army is ready to give it to them today.
14 They won't take it. I don't blame them.

15

16 **MR. LUKE HODGIN:**

17 So in reality are they - is it ever going to
18 be transferred to that because of what you said the cost?

19

20 **MR. PAUL CLOUD:**

21 Highly unlikely.

22

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MR. LUKE HODGIN:

Okay.

MR. PAUL CLOUD:

Highly unlikely.

MR. RICHARD HILL:

But they are managing that area?

MR. PAUL CLOUD:

We entered - the Army entered into a Memorandum of Understanding with the Air Force and the Fish and Wildlife Service back in the summer of 2000. That document created the generation of Big Oaks National Wildlife Refuge. It is an official Refuge. It is regulated under the Wildlife Refuge Act. The Army owns the property. The Memorandum of Understanding has a twenty-five (25) year time span with ten (10) year renewables. I have been told that any property that normally has gone into Refuge doesn't come out. But that - there are options for the availability for a party of that MOU to bow out given a hundred and

1 eighty (180) day notice. Highly unlikely. There are
2 benefits to all three (3) agencies. Fish and Wildlife got a
3 Refuge. The Army was relieved of some maintenance and
4 operation costs: road maintenance, fence maintenance, bridge
5 maintenance, Old Timbers Lodge, Oakdale School, those types
6 of things. The Air Force through the Air Guard still has an
7 active training range, air to ground training for their
8 coordinates, F-16. So everybody got something and everybody
9 paid something. Does that answer your question?

10

11 **MR. LUKE HODGIN:**

12 Yes.

13

14 **MS. DIANE HENSHEL:**

15 It's very odd and strange that given the
16 fact that there's still some testing going on, limited
17 testing that's through this special agreement, is anything
18 going to change if we go to war?

19

20 **MR. PAUL CLOUD:**

21 Ask the President.

22

23

24

1 **MS. DIANE HENSHEL:**

2 I'm asking your opinion on this?

3

4 **MR. PAUL CLOUD:**

5 I don't have one (1). Federal law would
6 require - would have to be changed to open Jefferson for
7 active Army use. The BRAC law specifically directed it is
8 illegal for the Army to utilize Jefferson Proving Ground.
9 You would have to change that law. Can that be done? Yes
10 it can. Is it likely? No. In my opinion.

11

12 **MS. DIANE HENSHEL:**

13 So you think it's not going to change it?

14

15 **MR. PAUL CLOUD:**

16 In my personal opinion I don't think so.

17

18 **MR. DUSTIN JONES:**

19 Are the facilities in a useful state to the
20 Army to be used in times like this?

21

22 **MR. PAUL CLOUD:**

23

24

1 That is something you would probably have to
2 ask someone in the Pentagon. It's way above my level. Joe?

3

4 **MR. JOE ROBB:**

5 In fact any federal land. There's been
6 national forest, national parks that through time have been
7 withdrawn by the military for training. It's happened
8 during World War II and other times. Like BLN land
9 transferred back and forth and some of these BRAC facilities
10 and closings - at the time of closing it would go back to
11 the agency that had jurisdiction before that time. And we
12 go into discussion with the Army what happens to that piece
13 of property before it comes back to them. Congress can make
14 Yellowstone a military training site if they wanted to.
15 It's not likely but it's above the federal law.

16

17 **MR. PAUL CLOUD:**

18 Do you have a question sir?

19

20 **MR. LUKE HODGIN:**

21 No.

22

23

24

1 **MR. PAUL CLOUD:**

2 Are you sure?

3

4 **MR. LUKE HODGIN:**

5 Yes.

6

7 **MR. PAUL CLOUD:**

8 Any other comments, questions? Our next RAB
9 meeting is Wednesday, April 30th. It's at Jennings Public
10 Library in North Vernon, seven o'clock (7:00) Wednesday
11 night. That is and has been up on the web site and has been
12 provided in previous letters to the mailing list since
13 November.

14

15 **MR. KEVIN HERRON:**

16 You know we haven't had very good luck at
17 Jennings. The last time we had thunderstorms. Tornados.
18 I'm telling you.

19

20 **MR. PAUL CLOUD:**

21 That's true.

22

23

24

1 **MR. KEVIN HERRON:**

2 And you set this up in April, the 30th. I
3 think we're right in the middle of that time period.

4

5 **MR. PAUL CLOUD:**

6 Where's your sense of adventure?

7

8 **MR. KEVIN HERRON:**

9 I didn't like the adventure we had the last
10 time.

11

12 **MR. PAUL CLOUD:**

13 No that was kind of unique.

14

15 **MR. KEVIN HERRON:**

16 And I got to drive back through it all the
17 way back.

18

19 **MR. PAUL CLOUD:**

20 This is the rest of the schedule for the
21 rest of the year. It shows the next meeting again in
22 Jennings County and then it comes back here and it goes up

23

24

1 to the South Ripley Elementary School in November. I have
2 nothing more for this evening. I would like to thank
3 everyone for coming. Enjoyed the questions. If you are
4 interested and would like to receive continued information
5 please make sure that if you're not on the mailing list put
6 your name, address on the attendance sheet and we will add
7 you to it and you will receive copies of whatever we send
8 out. And I have nothing else for this evening. Richard,
9 closing comments?

10

11 **MR. RICHARD HILL:**

12 I would like to thank everybody for coming
13 out this evening. I've had a wonderful time. And I hope to
14 see you next time.

15

16 **MR. PAUL CLOUD:**

17 Thank you.

18

* * * * *

19

CONCLUSION OF HEARING

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C E R T I F I C A T E

STATE OF INDIANA)
) SS:
COUNTY OF JEFFERSON)

I, Sharon Shields, do hereby certify that I am a
Notary Public in and for the County of Jefferson, State of
Indiana, duly authorized and qualified to administer oaths;
That the foregoing public hearing was taken by me in

1 shorthand and on a tape recorder on February 5, 2003 in the
2 Madison-Jefferson County Public Library, 420 West Main
3 Street, Madison, IN; That this public hearing was taken on
4 behalf of the Jefferson Proving Ground Restoration Advisory
5 Board pursuant to agreement for taking at this time and
6 place; That the testimony of the witnesses was reduced to
7 typewriting by me and contains a complete and accurate
8 transcript of the said testimony.

9 I further certify that pursuant to stipulation by and
10 between the respective parties, this testimony has been
11 transcribed and submitted to the Jefferson Proving Ground
12 Restoration Advisory Board.

13 WITNESS my hand and notarial seal this ____ day of
14 February, 2003.

15 _____
16 Sharon Shields, Notary Public
Jefferson County, State of Indiana

17 My Commission Expires: July 2, 2007
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